

THE GENERAL ASSEMBLY OF PENNSYLVANIA

SENATE BILL

No. 1000 Session of
2005INTRODUCED BY TOMLINSON, CONTI, WONDERLING, BOSCOLA, PILEGGI,
STACK, ERICKSON, LAVALLE AND FONTANA, NOVEMBER 14, 2005

AS AMENDED ON SECOND CONSIDERATION, MARCH 21, 2006

AN ACT

1 Providing for the regulation of home improvement contracts and
2 for the registration of certain contractors; prohibiting
3 certain acts; and providing for penalties.

4 The General Assembly of the Commonwealth of Pennsylvania
5 hereby enacts as follows:

6 Section 1. Short title.

7 This act shall be known and may be cited as the Home
8 Improvement Consumer Protection Act.

9 Section 2. Definitions.

10 The following words and phrases when used in this act shall
11 have the meanings given to them in this section unless the
12 context clearly indicates otherwise:

13 "Bureau." The Bureau of Consumer Protection in the Office of
14 Attorney General.

15 "Contractor." Any person, ~~including a subcontractor or~~ <—
16 ~~employee of another contractor,~~ who owns and operates a home
17 improvement business or who undertakes, offers to undertake or
18 agrees to perform any home improvement. The term does not

1 include a person for whom the total cash value of all of that
2 person's home improvements is less than \$5,000 during any period
3 of 12 consecutive months.

4 "Home improvement."

5 (1) The term includes all of the following done in
6 connection with land or a portion of the land adjacent to a
7 private residence or a building or a portion of the building
8 which is used or designed to be used as a private residence
9 for which the total cash price of all work agreed upon
10 between the contractor and owner is more than ~~\$200~~ \$500. <—

11 (i) Repair, replacement, remodeling, demolition,
12 removal, renovation, installation, alteration,
13 conversion, modernization, improvement, rehabilitation or
14 sandblasting.

15 (ii) Construction, replacement, installation or
16 improvement of driveways, swimming pools, pool houses,
17 porches, garages, roofs, siding, insulation, solar energy
18 systems, security systems, flooring, patios, fences,
19 gazebos, sheds, cabanas, landscaping of a type that is
20 not excluded under paragraph (2)(vi), painting, doors and
21 windows and waterproofing.

22 (iii) Without regard to affixation, the installation
23 of central heating or air conditioning or storm windows
24 or awnings.

25 (iv) The conversion of existing commercial
26 structures into residential or noncommercial structures.

27 (2) The term does not include:

28 (i) The construction of a new home.

29 (ii) The sale of goods or materials by a seller who
30 neither arranges to nor performs, directly or indirectly,

1 any work or labor in connection with the installation or
2 application of the goods or materials.

3 (iii) The sale of services furnished for commercial
4 or business use or for resale, if the service takes place
5 somewhere other than at a private residence.

6 (iv) The sale of appliances, including stoves,
7 refrigerators, freezers, room air conditioners and others
8 which are designed for and are easily removable from the
9 premises without material alteration. ~~the cost of which~~ <—
10 ~~is more than \$200.~~

11 (v) Any work performed without compensation by the
12 owner of the owner's private residence or residential
13 rental property.

14 (vi) Any work performed by a landscaper certified by
15 the Department of Agriculture under the act of December
16 16, 1992 (P.L.1228, No.162), known as the Plant Pest Act,
17 except to the extent that the work involves any of the
18 following at a private residence:

19 (A) The construction, replacement, installation
20 or improvement of buildings, driveways, swimming
21 pools, porches, garages, roofs, siding, insulation,
22 solar energy systems, security systems, flooring,
23 patios, nondecorative fences, doors, lighting
24 systems, concrete walkways and windows.

25 (B) The placement of retaining walls, fountains
26 or drainage systems.

27 (VII) EMERGENCY WORK PURSUANT TO SECTION 7 OF THE <—
28 ACT OF DECEMBER 17, 1968 (P.L.1224, NO.387), KNOWN AS THE
29 UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW.

30 "Home improvement contract." An agreement between a

1 contractor, subcontractor or salesperson and an owner for the
2 performance of a home improvement which includes all agreements
3 for labor, services and materials to be furnished and performed
4 under the contract.

5 "Owner."

6 (1) The term includes any of the following:

7 (i) An owner of a private residence, including any
8 person authorized by an owner to act on the owner's
9 behalf to order, contract for or purchase a home
10 improvement.

11 (ii) A person entitled to the performance of the
12 work of a contractor pursuant to a home improvement
13 contract.

14 (2) An owner of a private residence shall not be
15 required to reside in the residence to be deemed an owner
16 under this act.

17 (3) A person who owns three or more private residences
18 in this Commonwealth shall not be deemed an owner except with
19 respect to the person's primary residence or the part of the
20 building which houses the primary residence of the owner.

21 "Person." An individual, partnership, limited partnership,
22 limited liability company, joint venture or corporation.

23 "Private residence." Any of the following:

24 (1) A single family dwelling.

25 (2) A multifamily dwelling consisting of not more than
26 three units.

27 (3) A single unit located within any multifamily
28 dwelling, including condominiums and co-op units.

29 "Special order material." ~~Materials that, prior to their~~
30 ~~delivery to the worksite, meet all of the following~~

<—

1 requirements:

2 ~~(1) Require processing by a manufacturer to meet the~~
3 ~~designated specifications of a particular home improvement~~
4 ~~project.~~

5 ~~(2) Cannot be returned to the supplier for a refund or~~
6 ~~credit because of features that limit their use to the~~
7 ~~particular home improvement project.~~

8 ~~(3) Have no value in the performance of another home~~
9 ~~improvement project other than the particular home~~
10 ~~improvement project they were procured for.~~

11 ANY MATERIAL, PRODUCT OR EQUIPMENT THAT IS NOT A STOCK ITEM AND <—
12 MUST BE SPECIALLY ORDERED FROM THE FACTORY OR DISTRIBUTOR AND
13 WHICH IS PRODUCED OR PROCESSED FOR THE CONTRACTOR FOR A SPECIFIC
14 HOME IMPROVEMENT CONTRACT. SPECIAL ORDER MATERIALS ARE NOT
15 RETURNABLE BY THE CONTRACTOR FOR A REFUND OR CREDIT AND HAVE NO
16 USEFULNESS FOR OTHER HOME IMPROVEMENT CONTRACTS BECAUSE THEY ARE
17 SPECIALLY ORDERED FOR A SPECIFIC HOME IMPROVEMENT CONTRACT.

18 "Specifications." The plans, detailed drawings, lists of
19 materials, stated allowances or other methods customarily used
20 in the home improvement industry as a whole to describe with
21 particularity the work, workmanship, materials and quality of
22 materials for each home improvement.

23 "Tenant." A person who has entered into a lease or other
24 contractual arrangement with the owner.

25 Section 3. Registration of contractors.

26 (a) General rule.--No person shall hold himself out as a
27 contractor nor shall a person perform any home improvement
28 without first registering with the bureau as provided for in
29 this act.

30 (b) Liability.--No business entity registered pursuant to

1 this act shall be relieved of responsibility under this act for
2 the conduct and acts of its agents, employees, officers or
3 directors, nor shall any person be relieved of responsibility
4 under this act by reason of his employment or relationship with
5 such business entity.

6 (c) Public access to registration information.--The bureau
7 shall maintain a toll-free telephone number from which a caller
8 can obtain information as to whether a contractor is registered
9 with the bureau pursuant to this act, AS WELL AS INFORMATION <—
10 THAT MAY BE OBTAINED ON THE BUREAU'S WEBSITE.

11 (D) CONFIDENTIALITY OF PERSONAL INFORMATION.--THE BUREAU
12 SHALL CREATE A POLICY FOR THE DISCLOSURE OF PERSONAL INFORMATION
13 TO THE PUBLIC. THE BUREAU MAY NOT DISCLOSE TO THE PUBLIC A
14 CONTRACTOR'S SOCIAL SECURITY NUMBER.

15 ~~(d)~~ (E) Nongrant or renewal of license.--The Department of <—
16 Banking shall not grant or renew a license to any person
17 registered, or required to be registered, as a home improvement
18 contractor pursuant to any of the following:

19 (1) The act of December 12, 1980 (P.L.1179, No.219),
20 known as the Secondary Mortgage Loan Act.

21 (2) The act of December 22, 1989 (P.L.687, No.90), known
22 as the Mortgage Bankers and Brokers and Consumer Equity
23 Protection Act.

24 Section 4. Procedures for registration as a contractor.

25 (a) Application.--A person shall apply to the bureau in
26 writing, OR ELECTRONICALLY VIA A SECURE INTERNET CONNECTION, IF <—
27 PERMITTED BY THE BUREAU, on a form provided by the bureau. The
28 application shall include the following information:

29 (1) For an individual applicant, the name, home address,
30 home telephone number and driver's license identification

1 number of the applicant, as well as the individual's business
2 name, address and telephone number if different, and all
3 prior business names and addresses of home improvement
4 businesses.

5 (2) For a partnership applicant, the name, home address,
6 home telephone number and driver's license identification
7 number of each partner as well as the partnership name,
8 address and telephone number.

9 (3) For a corporation, limited liability company or
10 limited partnership applicant, the name, home address, home
11 telephone number and driver's license identification number
12 of each officer, each director or each individual holding
13 greater than a 5% stake in the business, as well as the
14 entity's business name, address and telephone number.

15 (4) For an out-of-State corporation, limited liability
16 or limited partnership, the name and address of the entity's
17 resident agent or registered office provider within this
18 Commonwealth and any registration number or license number
19 issued to the entity by its home state or political
20 subdivision of such other state, if applicable.

21 (5) For a joint venture applicant, the name, address and
22 telephone number of the joint venture, as well as the name,
23 address and telephone number of each party to the joint
24 venture. When the parties to a joint venture include business
25 entities, the information required from such entities
26 pursuant to paragraphs (2) and (3) shall also be provided.

27 (6) A complete description of the nature of the
28 contracting business of the applicant.

29 (7) A statement whether:

30 (i) The individual or individuals making

1 application, even if doing so as part of a business
2 entity application, has ever been convicted of a criminal
3 offense related to a home improvement transaction, fraud,
4 theft, a crime of deception or a crime involving
5 fraudulent business practices, as well as a statement
6 whether the applicant has ever had a civil judgment
7 entered against the applicant or businesses in which the
8 applicant held an interest that was related to a home
9 improvement transaction.

10 (ii) The applicant's certificate or the certificate
11 of a business with which the person making application
12 held an interest has ever been revoked or suspended
13 pursuant to an order issued by a court of competent
14 jurisdiction in this Commonwealth or any other state or
15 political subdivision thereof AND, IF SO, THE CURRENT
16 STATUS OF THE LICENSE. <—

17 (8) Whether within the last ten years the applicant has
18 ever been suspended or debarred from participating in any
19 Federal, State or local program through which funding or
20 other assistance is provided to consumers for home
21 improvements.

22 (b) Reporting of multiple registrations or licensures.--Any
23 registered contractor in this Commonwealth who is registered or
24 licensed as a home improvement contractor in any other state, or
25 political subdivision thereof, shall report this information to
26 the bureau on the initial registration and biennial registration
27 application. Any disciplinary action taken in such other
28 jurisdiction shall be reported to the bureau on the initial
29 registration application or, if such action occurred subsequent
30 to submission of an initial application, on the biennial

1 registration application or within 90 days of final disposition,
2 whichever is sooner. Multiple registrations or licensures shall
3 be noted by the bureau on the contractor's registration, and
4 such state, or political subdivision thereof, shall be notified
5 by the bureau of any disciplinary actions taken against such
6 contractor in this Commonwealth.

7 Section 5. Application fees.

8 Each application for a certificate for a home improvement
9 contractor or renewal of that certificate shall be accompanied
10 by a fee of \$50. AFTER COMPLETION OF THE APPLICATION AND PAYMENT <—
11 OF THE FEE, THE BUREAU SHALL ISSUE THE HOME IMPROVEMENT
12 CONTRACTOR A REGISTRATION CERTIFICATE IDENTIFYING THE NAME OF
13 THE INDIVIDUAL CONTRACTOR, NAME AND ADDRESS OF THE BUSINESS AND
14 A REGISTRATION NUMBER. Renewals shall be on a biennial basis.

15 Section 6. Home improvement contracts.

16 (a) Requirements.--No home improvement contract shall be
17 valid or enforceable against an owner unless it:

18 (1) Is in writing and legible AND CONTAINS THE HOME <—
19 IMPROVEMENT CONTRACTOR REGISTRATION NUMBER OF THE PERFORMING
20 CONTRACTOR.

21 (2) Is signed by all of the following:

22 (i) The owner, his agent or other contracted party.

23 (ii) The contractor or a salesperson on behalf of a
24 contractor.

25 (3) Contains the entire agreement between the owner and
26 the contractor, including attached copies of all required
27 notices.

28 (4) Contains the date of the transaction.

29 (5) Contains the name, address and telephone number of
30 the contractor. For the purposes of this paragraph, a post

office box number alone shall not be considered an address.

(6) Contains the approximate starting date and completion date.

(7) Includes a description of the work to be performed, the materials to be used and a set of specifications that cannot be changed without a written change order signed by the owner and contractor.

(8) Includes the total sales price due under the contract.

(9) Includes the amount of down payment PLUS ANY AMOUNT ADVANCED FOR THE PURCHASE OF SPECIAL ORDER MATERIALS. <—

(10) Includes the names, addresses and telephone numbers of all subcontractors on the project KNOWN AT THE DATE OF SIGNING THE CONTRACT. For the purposes of this paragraph, a post office box number alone shall not be considered an address. <—

~~(11) Includes a statement that any holder of the contract is subject to all claims and defenses which the owner could assert against the contractor and that recovery may not be more than the total contract price.~~ <—

~~(12)~~ (11) Includes proof of liability insurance covering personal injury in an amount not less than \$50,000 and insurance covering property damage caused by the work of a home improvement contractor in an amount not less than \$50,000. <—

(b) Right of rescission.--Without regard to the location of the transaction, all home improvement contracts shall be subject to section 7 of the act of December 17, 1968 (P.L.1224, No.387), known as the Unfair Trade Practices and Consumer Protection Law.

AN INDIVIDUAL SIGNING A HOME IMPROVEMENT CONTRACT, EXCEPT AS <—

1 PROVIDED IN THE EMERGENCY PROVISIONS OF SECTION 7 OF THE UNFAIR
2 TRADE PRACTICES AND CONSUMER PROTECTION LAW, SHALL BE PERMITTED
3 TO RESCIND THE CONTRACT WITHOUT PENALTY REGARDLESS OF WHERE THE
4 CONTRACT WAS SIGNED, WITHIN THREE DAYS OF THE DATE OF SIGNING.

5 (c) Copy to be provided.--A contractor or salesperson shall
6 provide and deliver to the owner, without charge, a completed
7 copy of the home improvement contract at the time the contract
8 is executed which shall contain all required notices.

9 (d) Voidable clauses.--If a home improvement contract
10 contains any of the following clauses, the home improvement
11 contract shall be voidable:

12 (1) A hold harmless clause.

13 (2) A waiver of Federal, State or local health, life,
14 safety or building code requirements.

15 (3) A confession of judgment clause.

16 (4) A waiver of any right to a jury trial in any action
17 brought by or against the owner.

18 (5) A mandatory arbitration clause.

19 (6) An assignment of or order for payment of wages or
20 other compensation for services.

21 (7) A provision by which the owner agrees not to assert
22 any claim or defense arising out of the contract.

23 (8) A provision that the contractor may be awarded
24 attorney fees and costs.

25 (9) A clause by which the owner relieves the contractor
26 from liability for acts committed by the contractor or the
27 contractor's agents in the collection of any payments or in
28 the repossession of any goods.

29 (10) A waiver of any rights provided under this act.

30 (11) A provision providing for the automatic or

1 recurring renewal of any provisions of the agreement, unless:

2 (i) the contract establishes a procedure by which
3 the consumer can choose not to renew the provision or
4 provisions, thereby avoiding any new fees or charges, by
5 providing written notice to the contractor via first
6 class mail postmarked no later than three business days
7 prior to any renewal;

8 (ii) such procedure is clearly and conspicuously
9 disclosed in the agreement; and

10 (iii) the contract includes a provision requiring
11 the contractor to notify the consumer of any automatic or
12 recurring renewal, and the consumer's option to cancel
13 such renewal, by mail not earlier than 20 days and not
14 later than ten days prior to the date of any such
15 renewal.

16 (e) Contractor's recovery right.--Nothing in this section
17 shall preclude a contractor who has complied with subsection (a)
18 from the recovery of payment for work performed based on the
19 reasonable value of services which were requested by the owner
20 if a court determines that it would be inequitable to deny such
21 recovery.

22 Section 7. Home improvement fraud.

23 (a) Offense defined.--A person commits the offense of home
24 improvement fraud if, with intent to defraud or injure anyone or
25 with knowledge that he is facilitating a fraud or injury to be
26 perpetrated by anyone, the actor:

27 (1) makes a false or misleading statement to induce,
28 encourage or solicit a person to enter into any written or
29 oral agreement for home improvement services or provision of
30 home improvement materials or to justify an increase in the

1 previously agreed upon price;

2 (2) receives any advance payment for performing home
3 improvement services or providing home improvement materials
4 AND fails to perform or provide such services or materials <—
5 within the date specified in the ~~agreement~~ CONTRACT taking <—
6 into account any force majeure or unforeseen labor strike
7 that would extend the time frame or unless extended by
8 agreement with the consumer and fails to return the payment
9 received for such services or materials which were not
10 provided by that date;

11 (3) while soliciting a person to enter into an agreement
12 for home improvement services or materials, misrepresents or
13 conceals the contractor's or salesperson's real name, the
14 name of the contractor's business, the contractor's business
15 address or any other identifying information;

16 (4) damages a person's property with the intent to
17 induce, encourage or solicit that person to enter into a
18 written or oral agreement for performing home improvement
19 services or providing home improvement materials;

20 (5) misrepresents himself or another as an employee or
21 agent of the Federal, Commonwealth or municipal government,
22 any other governmental unit or any public utility, with the
23 intent to cause a person to enter into any agreement for
24 performing home improvement services or providing home
25 improvement materials;

26 (6) alters a home improvement agreement, mortgage,
27 promissory note or other document incident to performing or
28 selling a home improvement without the consent of the
29 consumer; or

30 (7) directly or indirectly publishes a false or

1 deceptive advertisement in violation of State law governing
2 advertising about home improvement.

3 (b) Grading.--

4 (1) A violation of subsection (a)(1), (3), (4), (5), (6)
5 or (7) constitutes:

6 (i) a felony of the third degree if the amount
7 involved exceeds \$2,000; or

8 (ii) a misdemeanor of the first degree if the amount
9 involved is \$2,000 or less or if the amount involved
10 cannot be satisfactorily ascertained.

11 (2) A violation of subsection (a)(2) constitutes:

12 (i) a felony of the third degree if the amount of
13 the payment retained exceeds \$2,000; or

14 (ii) a misdemeanor of the first degree if the amount
15 of the payment retained is \$2,000 or less or if the
16 amount of the payment cannot be satisfactorily
17 ascertained.

18 (3) Amounts involved pursuant to one scheme or course of
19 conduct, whether involving one or more victims, may be
20 aggregated in determining the grade of the offense pursuant
21 to subsection (a).

22 (4) Where a person commits an offense under subsection
23 (a) and the victim is 60 years of age or older, the grading
24 of the offense shall be one grade higher than specified in
25 paragraphs (1), (2) and (3). This paragraph shall not be
26 applicable to persons whose sentence would be enhanced
27 pursuant to paragraph (5).

28 (5) Notwithstanding any other provisions of this
29 section, where a person commits a second or subsequent
30 offense described in subsection (a), the offense will

1 constitute a felony of the second degree regardless of the
2 amount of money involved. For this paragraph to be
3 applicable, the second or subsequent offense must have
4 occurred after the first conviction. Paragraph (4) shall not
5 be applicable to persons whose sentences would be enhanced
6 pursuant to this paragraph.

7 (6) In addition to any other penalty imposed by this
8 act, the court may revoke or suspend the certificate of
9 registration issued under section 3. At the time of
10 sentencing, the court shall state the reasons for such
11 revocation or suspension.

12 (c) Jurisdiction.--

13 (1) The district attorneys of the several counties shall
14 have the authority to investigate and to institute criminal
15 proceedings for any violation of this section.

16 (2) In addition to the authority conferred upon the
17 Attorney General by the act of October 15, 1980 (P.L.950,
18 No.164), known as the Commonwealth Attorneys Act, the
19 Attorney General shall have the authority to investigate and
20 institute criminal proceedings for any violation of this
21 section or any series of such violations involving more than
22 one county of this Commonwealth or involving any county of
23 this Commonwealth and another state. No person charged with a
24 violation of this section by the Attorney General shall have
25 standing to challenge the authority of the Attorney General
26 to investigate or prosecute the case, and, if any such
27 challenge is made, the challenge shall be dismissed and no
28 relief shall be available in the courts of this Commonwealth
29 to the person making the challenge.

30 Section 8. Prohibited acts.

1 No person shall:

2 (1) Fail to register as required by this act.

3 (2) Fail to refund the amount paid for a home
4 improvement within ten days of either the acceptance and
5 execution of a return receipt for certified mail containing a
6 written request for a refund or the refusal to accept the
7 certified mail sent to the contractor's last known address if
8 all of the following apply:

9 (i) No substantial portion of the contracted work
10 has been performed at the time of the request.

11 (ii) More than ~~30~~ 45 days have elapsed since the <—
12 starting date specified in the written contract.

13 (3) Accept a municipal certificate of occupancy or other
14 proof that performance of a home improvement contract is
15 complete or satisfactorily concluded with knowledge that the
16 document or proof is false and the performance is incomplete.

17 (4) Utter, offer or use a completion certificate or
18 other proof that a home improvement contract is complete or
19 satisfactorily concluded when the person knows or has reason
20 to know that the document or proof is false and is made to
21 accomplish any of the following:

22 (i) Make or accept an assignment or negotiation of
23 the right to receive payment under a home improvement
24 contract.

25 (ii) Get or grant credit or a loan on security of
26 the right to receive payment under a home improvement
27 contract.

28 (5) Abandon or fail to perform, without justification,
29 any home improvement contract or project engaged in or
30 undertaken by a contractor. For the purposes of this

1 paragraph, the term "justification" shall include nonpayment
2 by the owner as required under the contract or any other
3 violation of the contract by the owner.

4 (6) Deviate from or disregard plans or specifications,
5 in any material respect, without a written change order dated
6 and signed by both the contractor and owner, which contains
7 the accompanying price changes for each deviation.

8 (7) Prepare, arrange, accept or participate in arranging
9 a mortgage, promissory note or other evidence of debt for
10 performing or selling a home improvement with knowledge that
11 the evidence of debt states a greater monetary obligation
12 than the consideration, including a time sale price, for a
13 home improvement.

14 (8) Advertise or offer, by any means, to perform a home
15 improvement if the person does not intend to do any of the
16 following:

17 (i) Accept a home improvement contract.

18 (ii) Perform the home improvement.

19 (iii) Charge for the home improvement at the price
20 advertised or offered.

21 (9) Demand or receive any payment for a home improvement
22 before the home improvement contract is signed.

23 (10) For a home improvement contract in which the total
24 price is more than \$1,000, receive a deposit in excess of the <—
25 ~~greater of any of the following:~~

26 ~~(i) One third of the home improvement contract~~
27 ~~price.~~

28 ~~(ii) The cost of any special order materials or~~
29 ~~merchandise purchased or to be purchased under the home~~
30 ~~improvement contract.:~~ <—

1 (I) ONE-THIRD OF THE HOME IMPROVEMENT CONTRACT
2 PRICE; OR

3 (II) ONE-QUARTER OF THE HOME IMPROVEMENT CONTRACT
4 PRICE IN THE EVENT SPECIAL ORDER MATERIALS ARE INCLUDED.

5 (11) While acting as a salesperson, fail to account for
6 or remit to the contractor whom the salesperson represents a
7 payment received in connection with a home improvement.

8 Section 9. Unfair Trade Practices and Consumer Protection Law.

9 A violation of any of the provisions of this act shall be
10 deemed a violation of the act of December 17, 1968 (P.L.1224,
11 No.387), known as the Unfair Trade Practices and Consumer
12 Protection Law.

13 Section 10. Regulations.

14 The bureau may adopt rules and regulations necessary to carry
15 out the provisions of this act.

16 SECTION 11. PREEMPTION OF LOCAL REGISTRATION. <—

17 REGISTRATION UNDER THIS ACT SHALL PRECLUDE ANY REQUIREMENT OF
18 PAYMENT OF A FEE OR REGISTRATION OF ANY HOME IMPROVEMENT
19 CONTRACTOR BY ANY POLITICAL SUBDIVISION. POLITICAL SUBDIVISIONS
20 SHALL BE PERMITTED TO REQUIRE BUILDING PERMITS AND LOCAL
21 ENFORCEMENT OF THE BUILDING CODE FOR THAT POLITICAL SUBDIVISION,
22 FOR WHICH A REASONABLE FEE MAY BE CHARGED. THIS PROVISION DOES
23 NOT AFFECT A MUNICIPALITY'S RESPONSIBILITIES OR AUTHORITY UNDER
24 THE ACT OF NOVEMBER 10, 1999 (P.L.491, NO.45), KNOWN AS THE
25 PENNSYLVANIA CONSTRUCTION CODE ACT, OR THE REQUIREMENTS UNDER
26 SECTION 302(E) OF THE ACT OF JUNE 2, 1915 (P.L.736, NO.338),
27 KNOWN AS THE WORKERS' COMPENSATION ACT, REGARDING WORKERS'
28 COMPENSATION.

29 Section ~~11~~ 12. Exemptions. <—

30 This act shall not apply to any of the following persons or

1 organizations:

2 (1) The Commonwealth, or any of its political
3 subdivisions.

4 (2) The Federal Government.

5 Section 20. Effective date.

6 This act shall take effect in 180 days.